Preduzeće za proizvodnju,
trgovinu
630 d.o.o.
17.10.2023 god.
ČAČAK II

UNIPROMET d.o.o.

UGOVOR O PRODAJI ROBE

Ovaj ugovor o prodaji robe (u daljem tekstu "Ugovor") međusobno je zaključen 12.09.2023.g. između sledećih ugovornih strana:

•PRODAVCA:
Ime firme: "UNIPROMET" d.o.o. Čačak
Sedište firme: Bulevar oslobodilaca Čačka 92A, 32000 Čačak, Republika Srbija
Matični broj: 07364954
PIB:101297718
Kojeg zastupa: Aleksandar Marković, zastupnik

i

•KUPCA:
Ime firme: CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD
Sedište firme: Batajnički drum 3 deo 6A, Beograd (Zemun)
Matični br. 29507031
Poreski broj: 109874997
Kojeg zastupa: Zhongzheng Chen, zakonski zastupnik

Predmet Ugovora

1. Roba i Teritorija

1.1. Predmet ovoga Ugovora je kupoprodaja čelične zaštitne ograde u svemu prema prihvaćenoj ponudi Prodavca (Prilog1) PPON23-002930 od 08.09.2023 godine.

2. Cene
2.1. Isporuka robe iz čl.1 ovog Ugovora je na paritetu CPT gradilište Rumenka-Bačka Topola, na bazi punog kamiona.
2.2. Prihvaćena cena (PDV uključen) po ovom Ugovoru iznosi: 80.767.497,79 rsd (osamdesetmilionasedamstošezdesetsedamhiljadačetiristotinedevedesetsedam dinara i 79/100).

3. Plaćanje
3.1. Kupac će robu iz čl.1 ovog Ugovora da plati na sledeći način:

- Avans u iznosu od 50% od ukupnog iznosa iz tačke 2.2., a koji avans će biti uplaćen u roku od 3 (tri) dana od dana zaključenja ovog Ugovora. Prodavac se obavezuje da na ime obezbeđenja plaćanja avansa dostavi Kupcu 1 (jednu) popunjenu menicu na iznos od 40.383.748,89 dinara potpisanu od strane

SALES CONTRACT

This Sales contract (hereinafter referred to as "the Contract") is made and entered into on 12.09.2023 by and between the following Contracting Parties:

• SELLER:
Company name: "Unipromet" L.L.C. Čačak
Company's seat: 92A Bulevar oslobodilaca Cacka, 32 000 Čačak, Republic of Serbia
Corporate identification number: 07364954
Tax identification number: 101297718
represented by: Aleksandar Marković, representative

and

• BUYER:
Company name: CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD
Company's seat: Batajnički drum 3 deo 6A, Beograd (Zemun)
Corporate identification number: 29507031
Tax identification number: 109874997
represented by: Zhongzheng Chen

Subject of the Contract

1. Goods and Territory

1.1. The subject of this Contract is the sale of the steel protective fence all according to the confirmed Seller's offer (attachment 1) PPON23-002930 from 08.09.2023.

2. Prices
2.1. The delivery of the goods from Article 1 of this Contract is CPT construction site Rumenka-Bačka Topola, based on full truck.
2.2. The accepted price (tax included) under this Contract is: RSD 80.767.497,79 (eighty million seven hundred sixty-seven thousand four hundred ninety-seven and 79/100).

3. Payment
3.1. The Buyer will pay for the Goods from Article 1 of this Contract as follows:

- amount of 50% of the total amount from point 2.2. in advance which amount will be paid within 3 (three) days from the date of conclusion of this Contract. The Seller undertakes to submit to the Buyer 1 (one) payment amount filled promissory note in the amount of 40,383,748.89 dinars, signed by the Seller legal representative and registered with the NBS with promissory note

zakonskog zastupnika Prodavca i koja je registrovana kod NBS sa menično ovlašćenjem za popunjavanje i naplatu iste. Prodavac će uz menicu da dostavi i kopiju OP obrazca potpisa zakonskog zastupnika Prodavca i KDP obrazac deponovanih potpisa poslovne banke koji ne može da bude stariji od 7 (sedam) dana od dana zaključenja ovog Ugovora. Rok važenja menice do 31.12.2023 godine. Prodavac se obavezuje da ovde opisanu menicu dostavi Kupcu najkasnije u roku od 3 (tri) dana od datuma zaključenja ovog Ugovora.

- Preostalih 50% od ukupnog iznosa iz tačke 2.2.u roku od 5 (pet) dana nakon izvršene isporuke robe u vrednosti uplaćenog avansa iy prethodnog stava.

authorization for the completion and collection of the same, as security for the advance payment. Along with the promissory note, the Seller will submit a copy of the OP form of the signature of the Seller's legal representative and Seller's business bank - KDP (specimen signatures list) which cannot be older than 7 (seven) days from the date of conclusion of this Contract. The promissory note will be valid until December 31st, 2023. The Seller undertakes to deliver the said promissory note to the Buyer no later than 3 (three) days from the date of conclusion of this Contract.

- The remaining 50% of the total amount from point 2.2 within 5 (five) days after the performed delivery of the Goods in the amount of the made advance payment from previous paragraph.

Ugovorne strane su saglasne da vlasništvo nad robom prelazi na Kupca kada Kupac plati ukupno ugovorenu vrednost Robe.

The Contracting parties agree that the ownership of the goods passes to the Buyer when the Buyer pays the total agreed value of the Goods.

4. Isporuka

4.1 Isporuku robe Prodavac započinje nakon što Kupac uplati avans iz tačke 3.1. Ugovora.

4. Delivery

4.1 The Seller starts the delivery of the Goods after the Buyer pays the advance payment from point 3.1. of the Contract.

5. Pakovanje i pakiranje robe

5.1 Ukoliko ugovorne strane ne zaključe poseban aneks i time predvide drugačiji vid pakovanja, isporuka robe je: upakovano u standardno pakovanje Prodavca - fabričko pakovanje.

5. Packing and consolidation of goods

5.1 If the Contracting parties do not conclude additional annex and thus agree upon a different type of packing, the delivery of the goods shall be done as follows: packed in the standard package of the Seller-factory pack.

6. Kvantitativan i kvalitativan prijem robe

Prijem robe

6.1. Prodavac isporučuje robu Kupcu u skladu sa standardom SRPS EN 1317.

6.2. Kupac je dužan da odmah, po prijemu Robe od Prodavca u dogovorenom mestu shodno dogovorenom paritetu (čl.2.1.) izvrši kvantitativnu proveru.

6.3 U slučaju da Kupac konstatuje da je više ili manje Robe isporučeno, sačiniće zapisnik sa ovlašćenim licem prevoznika o kvantitativnom nedostatku isporuke, kao i o eventualnim drugim nedostacima na robi. U slučaju da Kupac konstatuje da je isporučeni Robu oštećen sačiniće zapisnik sa ovlašćenim licem prevoznika o oštećenjima. Oštećenja je obavezno slikati i priložiti uz zapisnik.

6.4 Količinu Robe priznate od strane Prodavca koja nije isporučena prema potvrdi porudžbine, Prodavac će staviti na raspolaganje Kupcu u svom sedištu najkasnije u roku od 7 (sedam) radnih dana od dana

6. Quantitative and qualitative acceptance of goods

Acceptance

6.1. The Seller delivers Products in accordance with standard SRPS EN 1317.

6.2. The Buyer shall perform a quantitative acceptance of the Goods immediately upon receiving the Goods at the agreed place in according to determined delivery terms (art.2.1.).

6.3. In case the Buyer finds that the Goods have been delivered to a smaller or larger quantity, it shall make written record with the carrier's authorized person of the quantitative shortage of delivery, as well as any other defects found on the Material. In the event the Buyer finds that the delivered Goods are damaged, it shall make written record with the carrier's authorized person of the damage found. The damage must be photographed and attached to the record.

6.4. The quantity of Goods accepted by the Seller but not delivered according to order confirmation the Seller shall make available to the Buyer at the Seller's seat no later

prijema zapisnika i istu transportovati Kupcu sa sledećom isporukom. Ukoliko je zbog specifičnosti slučaja Prodavcu potrebno više vremena za isporuku navedene količine Robe, obavestiće Kupca o tome i predložiti okvirni rok takve isporuke.
6.5 Količina Robe, priznata od strane Prodavca, a koja je oštećena prema zapisniku Kupca, overenog od strane ovlašćenog lica prevoznika, Prodavac stavlja na raspolaganje Kupcu u svom sedištu najkasnije u roku od 7 (sedam) radnih dana od dana prijema zapisnika i istu transportovati Kupcu sa sledećom isporukom. Ukoliko je zbog specifičnosti slučaja Prodavcu potrebno više vremena za isporuku navedene količine Robe, obavestiće Kupca o tome i predložiti okvirni rok takve isporuke.

7. Kvalitativni prijem

7.1. Kupac je dužan, po kvalitativnom prijemu Robe, bez odlaganja utvrdi kvalitet iste, a najkasnije u roku od 5 (pet) radnih dana od dana isporuke Robe, i da obavesti Prodavca o svakom vidljivom oštećenju ili nedostatku.

7.3. Ako Kupac blagovremeno i uredno dostavi Prodavcu prigovore zbog utvrđenih mana i nedostataka na Robi, Prodavac će nakon ocene svih relevantnih činjenica i po svom izboru Kupcu u roku od 7 (sedam) dana:
- predati drugi Robu bez nedostataka, a reklamiranu Robu vratiti.

7.4. Kupac je dužan da postupa sa Robom prema uputstvima dobijenih od strane Prodavca i načinom skladištenja iste.
7.5. Prodavac ne preuzima nikakvu garanciju za izgubljenu dobit ili za bilo kakve posredne i neposredne nastale štete.
7.6. U slučaju reklamacije Kupac nema pravo da zadrži plaćanje Prodavcu ili da ne dozvoli povraćaj robe Prodavcu ili da jednostrano poravna potraživanje prema Prodavcu. Kupčeva reklamacija će biti rešena u odvojenoj proceduri, bez uticaja na Kupčevu obavezu plaćanja cene za robu na dan ili pre određenog roka dospelosti.
7.7. Svaka reklamacija rešava se zasebno. Defekt jednog dela Robe ne može da opravda odbacivanje celine. Žalba u vezi samo sa jednim delom robe koja je isporučena ne oslobađa Kupca od obaveze da plati u okviru dogovorenog perioda za deo pošiljku i ne može da opravda celo odbacivanje isporuke.
7.8. Prodavac će o rešenju date reklamacije u okviru garantnog perioda pisano obavestiti Kupca u roku od 8 (osam) dana od dana dostavljanja reklamacijskog zapisnika potpisanog od strane Kupca i fotografija Robe koja ima nedostatak.

than 7 (seven) calendar days from the date of receipt of the record and transport it to the Buyer with the following delivery. If due to the specific nature of the case, the Seller needs more time to deliver the above quantity of Goods, it shall notify the Buyer about this and propose an approximate deadline for such delivery.
6.5. The quantity of Goods, accepted by the Seller, delivered damaged according to the Buyer's record, certified by the carrier's authorized person, will be available by the Seller to the Buyer at the Seller's seat no later than 7 (seven) working days from the date of receipt of the written record and transport it to the Buyer with the following delivery. If due to the specific nature of the case, the Seller needs more time to deliver the above quantity of Goods, it shall notify the Buyer about this and propose an approximate deadline for such delivery.

7. Qualitative acceptance

7.1. The Buyer is obligated, upon qualitative acceptance of Goods, to immediately determine the quality of the Goods, but not later than 5 (five) working days from delivery date of any visible damage or defect on the goods.

7.3. If the Buyer timely and duly delivers complaints to the Seller as a result of identified defects of the product, the Seller shall, after assessing all relevant facts and at his own discretion within 7 (seven) days:
- hand over other Goods without defects, and make the complained Goods available.

7.4. The Buyer shall handle the Goods by instructions received from the Seller and the manner of storing Goods.
7.5. The Seller assumes no guarantee for lost profit or for any indirect and direct damages.
7.6. In the event of a complaint, the Buyer is entitled to withhold payment to the Seller or to refuse to return the goods to the Seller or to unilaterally settle the claim against the Seller. The Buyer's complaint will be resolved in a separate procedure, without affecting the Buyer's obligation to pay the price for goods on or before the specified maturity date.
7.7. Each complaint is solved separately. The defect of one part of the goods cannot justify the rejection of the whole unit. A complaint in respect of only one part of the goods delivered does not release the Buyer from the obligation to pay for the rest part of the consignment within the agreed period and cannot justify the rejection of the whole consignment.
7.8. The Seller shall inform the Buyer in writing about the settlement of the complaint made within the warranty period within 8 (eight) days from the date of delivery of the complaint record signed by the Buyer and photographs of the damaged Goods.

7.9. Isporuka Robe na osnovu date reklamacije koju je Prodavac uvažio, Prodavac će staviti na raspolaganje Kupcu u roku od 7 (sedam) dana od dana prijema obaveštenja sa potrebnim dokazima (reklamacijskim zapisnikom i fotografijama), a isporučiti Kupcu pri sledećoj isporuci Robe.

Oslobođenje od odgovornosti
8. Viša sila
8.1 U slučaju više sile ugovorne strane se sasvim ili delimično oslobađaju svojih ugovornih obaveza ukoliko u roku od 5 (pet) dana po nastupanju iste pisano obaveste drugu stranu.

8.2 Pod višom silom u smislu ovog Ugovora, ugovorne strane podrazumevaju sledeće: generalni štrajk, poplavu, pandemija, požar i druge prirodne katastrofe, rat, ratnu blokadu i mobilizaciju.
8.3 Ugovorna strana koja u napred navedenom roku ne izvrši svoju obavezu javljanja gubi pravo da joj se prizna viša sila i dužna je da drugoj ugovornoj stvarni nadoknadi nastalu štetu zbog ne prijavljivanja ili neblagovremene prijave.

8.4 U slučaju dokazanog trajanja više sile produžavaju se rokovi ispunjenja ugovornih obaveza, prema vremenu trajanja događaja i njegovih posledica, ali najviše 60 dana.
8.5 Ako dejstvo više sile traje duže od 60 dana ugovorna strana koja nije pogođena višom silom će odobriti drugoj strani pogođenoj višom silom jedan prikladan rok za ispunjenje ugovornih obaveza.

8.6 Ukoliko ugovorna strana pogođena višom silom nije u mogućnosti da u okviru naknadnog roka ispuni svoju obavezu druga ugovorna strana ima pravo da odustane od Ugovora bez prava druge Ugovorne strane na bllo kakvo potraživanje po osnovu raskida Ugovora.

Poverljivost ugovora
9. Tajnost
9.1 Ugovorne strane su saglasne da ovaj Ugovor i njegove priloge smatraju poverljivim.
9.2 Jedna strana bez saglasnosti druge neće na bilo koji način učiniti dostupnim navedene podatke trećim licima, osim licima i organima u zemlji i to u granicama važećih zakona.
9.3 Ugovorna strana koja ne poštuje tajnost u poslovanju druge ugovorne strane obavezuje se da nadoknadi štetu koja je nastala usled nepoštovanja ugovorene tajnosti podataka i poslovanja.

10. Komunikacija
Ugovorne strane su saglasne da će lica iz Tabele 10.1. biti odgovorna za izvršenje ugovora. Kupac i Prodavac

7.9. Delivery of the Goods based on the complaint made and approved by the Seller shall be made available to the Buyer by the Seller within 7 (seven) days from receipt of the notice with necessary evidence (complaint record and photographs), and delivered to the Buyer with the following delivery of the Goods.

Exemption from liability
8. Force majeure
8.1 In the event of force majeure, the Contracting Parties are entirely or partially released from their contractual obligations if, within 5 (five) days after the occurrence thereof, they inform the other party in writing.

8.2 For the purposes of this Contract, force majeure shall include general strike, flood, pandemic, fire and other natural disasters, war, war blockade and mobilization.

8.3 A contracting party that fails to fulfil its obligation to report within the foregoing deadline loses the right to be recognized a force majeure and is obligated to compensate to the other party for damages incurred due to failure to report or untimely reporting.

8.4 In the case of a proven duration of force majeure, the deadlines for the fulfilment of contractual obligations shall be extended proportionally to the duration of the event and its consequences, but not longer than 60 days.

8.5 If the force majeure lasts more than 60 days, the non-affected party shall grant the other affected party an appropriate deadline to fulfil contractual obligations.

8.6 If the affected Contracting Party is unable to fulfil its obligation within the subsequent deadline, the other Contracting Party shall have the right to terminate the Contract without the right of the other Contracting Party to any claim based on termination of the Contract.

Confidentiality of the Contract
9. Confidentiality
9.1 The Contracting Parties agree to consider this Contract and its annexes to be confidential.9.2 One Contracting Party shall not, in any way, make such information available to third parties, other than persons and authorities within the country within the limits of applicable laws, without the consent of the other Contracting Party.
9.3 The Contracting Party which does not respect the confidentiality in the operations of the other Contracting Party undertakes to compensate for the damage resulting from its failure to comply with the agreed confidentiality of data and operations.
10. Communication
The Contracting Parties agree upon the persons listed in Table 10.1. as responsible for the execution of the

mogu da primaju upustava samo od ovlašćenih lica iz Tabele 10.1.
Sva komunikacija, prepiske i objašnjenja, razmena informacija između ugovornih strana biće na engleskom jeziku.
10.1

Ovlašćena lica Prodavca	Ovlašćena lica Kupca
Jelena Mojsilović	Zhongzheng Chen
Miloš Cvetić	

10.2. E-mail korespodencija između ugovornih strana će se odvijati putem navedenih:

Email Prodavca:	Ovlašćeni email Kupca:
Jelena.mojsilovic@unipromet.co.rs	jiny94789@gmail.com
Milos.cvetic@unipromet.co.rs	

10.3. Sva obaveštenja koja su vezana za izvršenje odredbi ovog Ugovora treba da budu dostavljena u pismenoj formi, preporučenom pošiljkom drugoj ugovornoj strani, na sledeće adrese:

PRODAVAC: "UNIPROMET DOO ČAČAK" Bulevar oslobodilaca Čačka br.92a, 32000 Čačak
KUPAC: CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD, Batajnički drum 3 deo 6A, Beograd (Zemun)
U slučaju da jedna od ugovornih strana promeni adresu, dužna je da o tome pisano obavesti drugu ugovornu stranu.

Radi izbegavanja svake sumnje, elektronska komunikacija upućena sa registrovanih adresa (Tabela 10.2.) će se smatrati validnom za dostavljanje obaveštenja, ali bilo kakva promena ugovora mora biti u pisanoj formi i potpisana od strane ovlašćenih lica (zakonskih zastupnika).

Prilozi uz ugovor

11. Specifikacija priloga

11.1 Ovom Ugovoru pripadaju sledeći Aneksi:
- ✓ *Aneks I: Ponuda Prodavca*
- ✓ *Aneks II: Dinamički plan isporuke robe*

Contract. The Buyer and the Seller may receive the instructions only from the authorized persons referred to in Table 10.1.
All communications, correspondence and explanations, exchange of information between the Contracting Parties shall take place in English.
10.1

The Seller's authorized persons	The Buyer's authorized persons
Jelena Mojsilović	Zhongzheng Chen
Miloš Cvetić	

10.2. E-mail correspondence between the contracting parties will take place through the following:

Seller's e-mail:	Buyer's authorized email:
Jelena.mojsilovic@unipromet.co.rs	jiny94789@gmail.com
Milos.cvetic@unipromet.co.rs	

10.3. All notices related to the execution of the provisions hereof should be submitted in writing, by registered mail to the other contracting party, to the following addresses:

SELLER: "UNIPROMET DOO ČAČAK" Bulevar oslobodilaca Cacka br.92a, 32000 Čačak
BUYER: CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD, Batajnički drum 3 deo 6A, Beograd (Zemun)

In case one of the Contracting Parties changes the address, it shall notify the other Contracting Party in writing.

For the avoidance of any doubt, communication from registered e-mail addresses (Table 13.2.) will be considered valid for the delivery of notices, but any change to the contract must be in writing and signed by authorized persons (legal representatives).

Annexes to Contract

11. Specification of Annexes

11.1 This Contract includes the following Annexes:
- ✓ Annex I: Seller's Offer;
- ✓ Annex II: Dynamic goods delivery plan.

12. Disputes

12. Sporovi

12.1 Svaka Ugovorna strana ima pravo da raskine ovaj Ugovor ako druga Ugovorna strana ne izvršava ugovorne obaveze, uključujući, ali ne ograničavajući se na materijalno kršenje odredbi; ili (i) ustupanje ili prenos prava u vezi ovog Ugovora, osim ako nije drugačije izričito dozvoljeno na osnovu ovog Ugovora. U slučaju povrede ugovornih obaveza, strana koja ih izvršava, dostavlja u pisanoj formi drugoj ugovornoj strani obaveštenje u kom će se izjasniti u čemu se sastoji povreda ugovornih odredbi ("Notice of Default") i, po prijemu istog ugovorna strana koja krši ugovorne obaveze ima pravo da otkloni smetnje i predloži rešenje u roku od 15 (petnaest) radnih dana nakon dostavljanja obaveštenja. Po isteku ovde definisanog roka i ukoliko ugovorna strana ne ispravi i potpuno zadovolji zahteve druge ugovorne strane, strana koja ne krši ugovorne obaveze će imati pravo da: (i) traži izvršenje ugovorne obaveze; ili (i) da raskine ovaj Ugovor; u oba slučaja Ugovorna strana koja ne krši ugovorne obaveze ima pravo i na isplatu eventualne štete ili kazne predviđene važećim propisima ili ovim Ugovorom.

12.2 Strane su se sporazumele da se na ovaj Ugovor primenjuje pravo Republike Srbije.

Svaki spor, neslaganje ili potraživanje koje dolazi od izvršenja, ispunjenje, odnosno obavljanje ovog Ugovora koji se ne može rešiti na bazi prijateljskih pregovora između ugovornih strana. Strane su saglasne da svaki spor iz ovog ugovora ili u vezi sa ovim ugovorom bude konačno resen Privrednim sudom u Čačku.

Prelazne i završne odredbe

13. Ostalo

13.1 Ugovor stupa na snagu danom potpisivanja istog i važi do izvršenja ugovornih obaveza iz ovog Ugovora. Ugovorne strane su saglasne da ovaj Ugovor predstavlja potpunu saglasnost njihovih volja i da će sve izmene ovoga Ugovora vršiti u pisanoj formi.
Ako postoje posebni zahtevi za određenu dokumentaciju, oni moraju biti posebno ugovoreni.

13.2 Prodavac zadržava sva autorska i druga prava intelektualne svojine za svu dokumentaciju koju je pripremio Prodavac (ili je pripremljena u njegovo ime). Kupac ima pravo da o svom trošku kopira, koristi i šalje ovu dokumentaciju za potrebe izvršavanja ovog Ugovora. Kupac nema pravo da je kopira, koristi i šalje trećim licima bez saglasnosti Prodavca, osim u meri potrebnoj za izvršavanje ovog Ugovora.
13.3 Svi izrazi upotrebljeni u ovom ugovoru tumačiće

12.1 Either Contracting Party shall have the right to terminate this Contract if the other Contracting Party fails to perform its contractual obligations, including but not limited to material breach of the provisions; or (i) assignment or transfer of rights under this Contract, unless otherwise expressly permitted under this Contract. In case of breach of contractual obligations, the party performing them shall submit in writing to the other contracting party a notice stating the breach of the contractual provisions ("Notice of Default") and, upon receipt of the same, the contracting party who violates the contractual obligations has the right to eliminate interference and propose a solution within 15 (fifteen) working days after the notification. Upon expiration of the time limit defined herein and if the contracting party fails to correct and fully satisfy the requirements of the other contracting party, the party who does not violate the contractual obligations shall have the right to: (i) seek performance of the contractual obligation; or (i) terminate this Contract; in both cases, the Contracting Party that does not violate the contractual obligations is also entitled to the payment of any damage or penalty provided by applicable regulations or this Contract.

12.2 The parties agreed that the law of the Republic of Serbia applies to this Contract.

Any dispute, discrepancy or claim arising out of execution, fulfilment or performance of this Contract which cannot be settled based on friendly negotiations between the Contracting Parties. The Parties agree to each of the slow or, in connection with this agreement is finally resolved by arbitration organized in accordance with Commercial court in Cacak.

Transitional and final provisions

13. Miscellaneous

13.1 The Contract becomes valid on the day of the signing, and is valid until the fulfillment of contractual obligations from this Contract.
The Contracting Parties acknowledge that this Contract fully represents their wills and that all amendments to this Contract shall be made in writing.
If there are specific requests for certain documentation, they must be separately contracted.
13.2 The Seller reserves all copyrights and other intellectual property rights to all documentation prepared by the Seller (or prepared on his behalf). The Buyer has the right to copy, use and send this documentation at its expense for the purpose of executing this Contract. The Buyer does not have the right to copy, use and send it to third parties without the consent of the Seller, except to the extent necessary for the execution of this Contract.
13.3 All terms used in this Contract shall be interpreted in accordance with INCOTERMS 2020.

se u skladu sa pravilima INCOTERMS 2020.
Ovaj ugovor može biti izmenjen jedino putem Aneksa ovog ugovora, zaključenog između Ugovornih strana.
Ovaj ugovor će biti validan i za dobrobit pravnih sledbenika i jedne i druge ugovorne strane, i promene u vlasništvu neće uticati na ovaj Ugovor.
13.4 Nezakonitosti, nepravilnosti i izdvajanja
Ukoliko je bilo koja odredba ovog Ugovora nezakonita ili neizvršiva, ili takva postane, takva nezakonitost ili nedostatak izvršivosti neće da ima uticaj na ostale odredbe ovog ugovora, koje će sve ostati u punoj snazi i izvršive, osim kada takve odredbe ne mogu da budu izvojene iz ostatka teksta ovog ugovora s obzirom na smisao istog. U takvom slučaju ugovorne strane će bez odlaganja da otpočnu da sarađuju prijateljski u cilju da se izmeni nepravilna odredba sa drugom odgovarajućom. U slučaju da takva neodgovarajuća odredba ne može da bude izdvojena iz ugovora, onda će ceo ugovor da se smatra raskinutim i Kupac će bez odlaganja da plati prodavcu dospele obaveze u skladu sa odredbama ovog ugovora.

13.5 Tumačenju ovog Ugovora, jednina znači i množinu, muški rod znači i ženski i srednji, i obrnuto. Zaglavlja nemaju značenje. Reči imaju svoje uobičajeno značenje u jeziku Ugovora osim ako nisu posebno definisane.

13.6 Ugovorne strane potpisivanjem ovoga Ugovora u potpunosti prihvataju sve gore navedene odredbe i isti predstavlja potpunu saglasnost njihovih volja.

13.7 Ugovor je sastavljen u 4 (četiri) istovetna primerka, u dvojezičnoj englesko-srpskoj varijanti, od kojih svaka strana zadržava po 2 (dva) primerka. U slučaju razlike u tekstu između srpske i engleske verzije teksta, merodavna je engleska verzija teksta.

This contract can only be amended by signing an Annex to this Contract signed by the Contracting Parties.
This Contract shall be valid for the benefit of the legal successors of both Contracting Parties and changes in ownership shall not affect this Contract.
13.4 Severability
If any provision of this Contract proves unlawful or unenforceable, or becomes such, such unlawfulness or lack of enforceability shall not have any effect on the other provisions of this Contract, which shall remain in full force and effect, except where such provisions cannot be separated from the remainder of the text of this Contract given its meaning. In such a case, the Contracting parties shall immediately begin to cooperate in a friendly manner in order to replace the inappropriate provision by another appropriate. In the event that such an inappropriate provision cannot be separated from the contract, then the entire contract shall be deemed terminated and the Buyer shall immediately pay the Seller for the due obligations in accordance with the provisions of this Contract.

13.5 In the interpretation of this Contract, the singular means the plural, male gender means both female and neutral gender, and vice versa. Headings have no meaning. Words have their usual meaning in the language of the Contract unless specifically defined.

13.6 By signing this Contract, the Contracting Parties shall fully accept all the above provisions and this Contract shall represent the full expression of their will.

13.7 The Contract is made in 4 (four) identical copies, in a bilingual English-Serbian version, 2 (two) copies of which are retained by each Contracting Party. In the case of any discrepancy between Serbian and English version, the English shall prevail.

Za PRODAVCA

Aleksandar Marković, Zastupnik

For BUYER,

Zhongzheng Chen, representative

„UNIPROMET" d.o.o. Čačak	
1. Pravna služba	
2. Finansijska služba	
3. Komercijalna služba	
4. Tehnička služba	

ANEKS br.I
UGOVORA O PRODAJI
„Ponuda“

KUPCA:

Naziv firme: **CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD**
Sedište firme: Batajnički drum 3 deo 6A, Beograd (Zemun)
Matični br. 29507031
Poreski broj: 109874997
Kojeg zastupa: Zhongzheng Chen, zakonski zastupnik

i

PRODAVCA:
Naziv firme: **"UNIPROMET" d.o.o. Čačak**
Sedište firme: Bulevar oslobodilaca Čačka 92A, 32000, Čačak, R. Srbija
Matični broj: 0364954
PIB: 101297718
Kojeg zastupa: Aleksandar Markovic, zastupnik

ANNEX No I to
SALES CONTRACT
“Offer”

BUYER:

Company name: CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD
Company’s seat: Batajnički drum 3 deo 6A, Beograd (Zemun)
Corporate identification number: 29507031
Tax identification number: 109874997
represented by: Zhongzheng Chen, representative

and

SELLER:
Company name: **"UNIPROMET" LLC Cacak**
Company headquarters: Bulevar oslobodilaca Čačka 92A, 32000, Čačak, R.Serbia
Identification number: 07364954
Tax ID: 101297718
Represented by: Aleksandar Markovic, representative

Član 1

Ugovorne strane su saglasne da je Ponuda PPON23-002930 od 08.09.2023 godine predstavlja sastavni deo ovog Ugovora.

Article 1

The Contracting Parties agree that the Offer No. PPON23-002930 from 08.09.2023 presents the integral part of this Contract.

PRODAVAC

Aleksandar Markovic, zastupnik

BUYER

Zhongzheng Chen, representative

„UNIPROMET" d.o.o. Čačak
1. Pravna služba
2. Finansijska služba
3. Komercijalna služba
4. Tehnička služba

ANEKS br.II
UGOVORA O PRODAJI
„Dinamički plan isporuke robe“

KUPCA:

Naziv firme: **CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD**
Sedište firme: Batajnički drum 3 deo 6A, Beograd (Zemun)
Matični br. 29507031
Poreski broj: 109874997
Kojeg zastupa: Zhongzheng Chen, zakonski zastupnik

i

PRODAVCA:
Naziv firme: **"UNIPROMET" d.o.o. Čačak**
Sedište firme: Bulevar oslobodilaca Čačka 92A, 32000, Čačak, R. Srbija
Matični broj: 0364954
PIB: 101297718
Kojeg zastupa: Aleksandar Markovic, zastupnik

ANNEX No II to
SALES CONTRACT
“Dynamic goods delivery plan”

BUYER:

Company name: **CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD**
Company’s seat: Batajnički drum 3 deo 6A, Beograd (Zemun)
Corporate identification number: 29507031
Tax identification number: 109874997
represented by: Zhongzheng Chen, representative

and

SELLER:
Company name: **"UNIPROMET" LLC Cacak**
Company headquarters: Bulevar oslobodilaca Čačka 92A, 32000, Čačak, R.Serbia
Identification number: 07364954
Tax ID: 101297718
Represented by: Aleksandar Markovic, representative

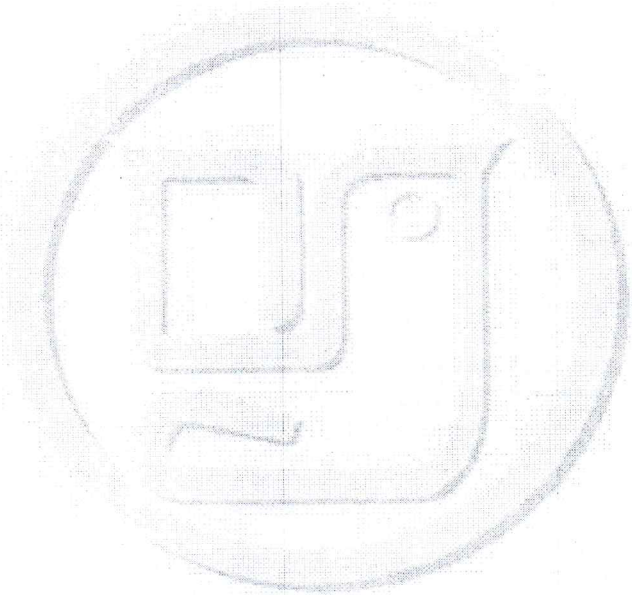
Član 1
Ugovorne strane su saglasne da Dinamički plan isporuke robe predstavlja sastavni deo ovog Ugovora.

Article 1
The contracting parties agree that the Dynamic goods delivery plan is an integral part of this Contract.

PRODAVAC
Aleksandar Markovic, zastupnik

BUYER
Zhongzheng Chen, representative

„UNIPROMET" d.o.o. Čačak
1. Pravna služba
2. Finansijska služba
3. Komercijalna služba
4. Tehnička služba



No	Description	QTY	UM	I kamion	II kamion	III kamion	IV kamion	V kamion	VI kamion	VII kamion	VIII kamion	IX kamion	X kamion	XI kamion	XII kamion
				30.okt	30.okt	30.okt	1.nov	1.nov	3.nov	3.nov	6.nov	6.nov	20.nov	20.nov	20.nov
A03744	OGRADA ČEL ZAŠT SR ES/1.0 TIP B H1-W2	3.012,00	M	784	784	784	660								
A19488	OGRADA ČEL ZAŠT ECO SAFE BW B 1,33 4% D H700 H1-W2	1.856,00	M										888	888	80
A00421	KATADIOPTER SA REFLEKTUJUĆOM FOLIJOM CRVENO-BELI	672,00	KOM									672			
A08285	SMEROKAZ PLASTIČNI L-1200	276,00	KOM									276			
A02796	SKLOP: KOSI ZAVRŠETAK ZA JO 12M TIP B	24,00	KOM									24			
A04716	OGRADA ČEL ZAŠT ESP/2-1,9 RAL TIP BN-W4	8,00	M									8			
A04721	OGRADA ČEL ZAŠT EDSP/2-1.9 RAL TIP B, D H1-W5	360,00	M									360			
A04199	SKLOP: KOSI ZAVRŠETAK ZA JDO 12M TIP B	14,00	KOM				14								
A04726	OGRADA ČEL ZAŠT SR TIP B H2-W4	200,00	M								200				
A04752	OGRADA ČEL ZAŠT SR BW TIP B, D H2-W4	1.160,00	M					340	340	340	140				
A02226	FLEXTRA PRELAZ SR- EDSPL12M TIP B, D POČETAK	8,00	KOM									8			
A01639	ELEMENT ZAVRŠNI JEDNOSTR.JO B RAL, OTVORI F18 TZN	2,00	KOM									2			
A26556	OGRADA ČEL ZAŠT EDSP/1.33-0,615 RAL TIP B, D H1-W5	72,00	M									72			

UNIPROMET Na svetloj strani puta

Unipromet d.o.o. | Bulevar Oslobodilaca 92A, 32000 Čačak | Tel :+381 32 357 030, Fax: +381 32 357 050 | E-mail: office@unipromet.co.rs
Ogranak: Ibarska 83, 36000 Kraljevo | Tel/Fax: +381 36 821 842 | E-mail: officekv@unipromet.co.rs

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION

AUGUSTA CESARCA 27
Beograd, 11000
Srbija

Br. kupca za fakturisanje C12112
Poreski broj 109874997
Matični broj 29507031

Offer PPON23-002930

Bulevar Oslobodilaca Čačka 92A 32000 Čačak

Date 08/09/2023

Pos.	No	Description	Qty	UM	Price	Amount
1	A03744	GUARD RAIL SR ES/1.0 TYPE B H1-W2	3.012	M	6.379,01	19.213.578,12
2	A19488	GUARD RAIL ECO SAFE BW TYPE H1-W2 (anchored)	1.856	M	8.815,62	16.361.790,72
3	A00421	REFLECTIVE OBJECT WITH FOIL RED-WHITE	672	KOM	415,62	279.296,64
4	A08285	DIRECTION POST L1200	276	KOM	893,61	246.636,36
5	A02796	ENDING ELEMENT JO L12M TYPE B	24	KOM	51.360,01	1.232.640,24
6	A04716	GUARD RAIL ESP/2-1,9 RAL TYPE B N2-W4	8	M	3.885,72	31.085,76
7	A04721	GUARD RAIL EDSP/2-1.9 RAL TYPE B H1W5	360	M	5.298,94	1.907.618,40
8	A04199	ENDING ELEMENT EDSP L12M TYPE B	14	KOM	55.980,83	783.731,62
9	A04726	GUARD RAIL SR TYPE B H2-W4	200	M	15.110,85	3.022.170,00
10	A04752	GUARD RAIL SR BW TYPE B H2-W4 (anchored)	1.160	M	18.922,94	21.950.610,40
11	A02226	FLEXTRA TRANSITION SR- EDSP L12M TYPE B	8	KOM	184.211,95	1.473.695,60
12	A01639	ENDING ELEMENT JO L12M TYPE B	2	KOM	4.791,03	9.582,06
13	A26556	GUARD RAIL EDSP/1.33-0,615 RAL TYPE B H1-W5 (anchored)	72	M	11.025,17	793.812,24
				Total		67.306.248,16
				% VAT		20%
				Total with vat (RSD)		80.767.497,79

Terms of payment: Will be defined by the Contract.

Shipment method: Delivered CPT Rumenka (on the basis of a full truck);

Validity: 21/09/2023;

Note: The offered safety guard rail, ending terminals and flextra transitions are in accordance with the series of standard SRPS EN 1317, as well as with the Technical Instruction for the application of vehicle restraint systems on state road of Serbia issued by JPPS (in force since 2010). The offered safety guard rail is with profile B guard, which is in use on the roads of the Republic of Serbia.

The offer included all needed elements to install the quantities specified in the request and according to the project.

The offer refers to the project of the Railway (twelve objects: 80+637, 84+809,89+315, 89+984, 92+768, 95+739, 97+027, 98+149, 101+132, 102+309, 105+797, 108+115)

If you agree with the offer, please return the same signed and certified copy to us;

Regards!

Jelena Mojsilović

MP

Aproved:

Registarski broj 07364954
Poreski broj 101297718

Ime banke Unikredit banka
Br. računa u banci 170-2702-56
IBAN RS35170003000280032074
SWIFT